

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

DIBY AKO

PLAINTIFF

vs.

No. 3:22-cv-1751-S

**ARRIVA BEST SECURITY, INC.,
and AMOIFO KOFFI**

DEFENDANTS

**MOTION FOR DEFAULT JUDGMENT
AGAINST DEFENDANT ARRIVA BEST SECURITY, INC.**

Plaintiff Diby Ako ("Plaintiff") by and through his attorney Josh Sanford of Sanford Law Firm, PLLC, for his Motion for Default Judgment against Defendant Arriva Best Security, Inc. ("Motion"), hereby states and alleges as follows:

1. By this Motion, Plaintiff Diby Ako ("Plaintiff") seeks a default judgment against Defendant Arriva Best Security, Inc. ("Defendant") in the amount of \$52,780.00 plus an equal amount as liquidated damages, for a total of \$105,560.00. See Declaration of Diby Ako, attached hereto as Exhibit 1.

2. In addition to the above, Plaintiff seeks an award of attorney's fees in the amount of \$8,282.56 and costs in the amount of \$870.50, for a total of \$9,153.06. See Declaration of Josh Sanford, attached hereto as Exhibit 3.

3. Plaintiff filed his Original Complaint against Defendants Arriva Best Security, Inc., and Amoifo Koffi on August 11, 2022 (ECF No. 1).

4. Plaintiff served Defendant Arriva Best Security, Inc. with the Complaint on March 18, 2023. (ECF No. 19).

5. Defendant Arriva Best Security, Inc.'s deadline for filing and serving an Answer or Motion to Dismiss was April 10, 2023, and no other time limit was fixed by this Court.

6. Defendant Arriva Best Security, Inc. has not filed or served an Answer or Motion to Dismiss in accordance with Fed. R. Civ. P. 12(a)(1).

7. No extension for filing or serving a proper Answer or Motion to Dismiss has been requested or granted.

8. On August 30, 2023, this Court entered Default against Defendant Arriva Best Security, Inc. (ECF No. 27).

9. Plaintiff is entitled to Judgment by default against Defendant Arriva Best Security, Inc. based on the claims set forth in his Complaint, which allege:

- a. Defendant Arriva Best Security, Inc. ("Defendant" or "ABS") is a foreign for-profit corporation headquartered in Texas. ABS's registered agent for service of process is Amoifo Koffi, 9330 LBJ Freeway, Suite 900, Dallas, Texas 75243. ECF No. 1, at ¶¶ 5, 10, 12.
- b. ABS is a business subject to the FLSA because its annual gross volume of sales made or business done is at least \$500,000.00 and it has at least two employees who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce. *Id.* at ¶¶ 14-15.
- c. ABS employed Ako as a Firewatch Services Guard from September of 2020 until September of 2021. *Id.* at ¶ 18.

- d. Plaintiff's primary duties included, but were not limited to, inspecting ABS's customers' work sites for fire hazards, reporting any potential fire risks, and monitoring to ensure there were no fires. *Id.* at ¶ 20.
 - e. Plaintiff was promised by ABS an hourly pay of \$15.00 for all hours worked; however, Plaintiff was paid neither an hourly or salary rate. *Id.* at ¶¶ 23, 27.
 - f. Plaintiff was hired by ABS to work for a continuous and ongoing period of time. *Id.* at ¶ 31.
 - g. ABS made statements to third parties regarding Plaintiff's employment status, that he was paid \$15.00 per hour and worked 100 hours per week. *Id.* at ¶ 35.
 - h. ABS did not compensate Plaintiff for any of the work he performed at any point during his employment with ABS. *Id.* at ¶ 30.
 - i. ABS failed to pay Plaintiff a lawful minimum wage for all hours worked. *Id.* at ¶ 29.
 - j. ABS willfully violated the provisions of 29. U.S.C. §§ 206 and 207 by employing employees engaged in commerce at an hourly rate less than the federal minimum wage and by failing to pay one and one-half (1.5) times regular wages for all hours worked over forty (40) in a week. *Id.* at ¶¶ 47-53.
10. With this Motion, Plaintiff submits and incorporates the following exhibits:
- Exhibit 1: Declaration of Diby Ako;
- Exhibit 2: Damages Calculations;
- Exhibit 3: Declaration of Josh Sanford;

Exhibit 4: Billing Spreadsheet; and

Exhibit 5: Costs Invoice.

11. Plaintiff also files herewith and incorporates herein a Brief in Support of Motion for Default Judgment.

WHEREFORE, premises considered, Plaintiff Diby Ako respectfully request that Plaintiff's Motion for Default Judgment Against Defendant Arriva Best Security, Inc. be granted in full; judgment be entered in favor of Plaintiff against Defendant Arriva Best Security, Inc., finding that Defendant Arriva Best Security, Inc. violated the provisions of the Fair Labor Standards Act as alleged in Plaintiff's Complaint; said judgment be in the amount of \$52,780.00 in back wages; \$52,780.00 in liquidated damages; and 9,153.06 in costs and attorney's fees; and the Court award such other and further relief as may be appropriate and just.

Respectfully submitted,

PLAINTIFF DIBY AKO

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/s/ Josh Sanford
Josh Sanford
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CERTIFICATE OF SERVICE

I, the undersigned counsel, do hereby certify that on the date imprinted by the CM/ECF system, a copy of the foregoing MOTION was filed via the CM/ECF system, which will provide notice to all interested parties. Notice has been delivered by other means to:

Arriva Best Security Inc.
c/o Aimee Koffee
5482 Wilshire Blvd. Ste. 219
Los Angeles, CA 90036

Amoifo Koffee
9955 Durant Drive, Unit 304
Beverly Hills, CA 90212

/s/ Josh Sanford

Josh Sanford